

## **SALE DEED**

**THIS SALE DEED** is made on the            day of **November, 2018**  
(Two Thousand Eighteen) **BETWEEN (1) LAHOTI INFRAPROJECTS LTD.** having its registered office at – 4, Fairlie Place, HMP House, 1<sup>st</sup> Floor, Kolkata- 700001, **(2) TALGO CONSTRUCTION PVT. LTD** **(3) LOJACK PROPERTIES PVT. LTD** **(4) DHATAB NIRMAN PVT. LTD** **(5) CERIUM TRADERS PVT. LTD** **(6) EXECUTIVE REALTORS PVT. LTD** **(7) LIABLE COMMERCIAL PVT. LTD** **(8) LIABLE TRADERS PVT. LTD** **(9) NEWBIE PROJECTS PVT. LTD** **(10) ORPHIC BUILDERS PVT. LTD** **(11) QUATRE SUPPLIERS PVT. LTD** **(12) TECHMECH PLAZA PVT. LTD** **(13) TRASHION DEALTRADE PVT. LTD** all registered under Companies Act, 1956 and having its registered office at- 32, Ezra Street, 6<sup>th</sup> Floor, Kolkata – 700001, **(14) GANGULY HOME SEARCH PVT. LTD.** having its registered office at- 167, Garia Station Road, Kolkata – 700084, **(15) FORE SIGHT CONSTRUCTION PVT. LTD.** having its registered office at- 2, Garia Station Road, Kolkata - 700084, **(16) FORE SIGHT DEVELOPERS PVT. LTD.** having its registered office at- 2, Garia Station Road, Kolkata – 700084 - all represented by their Authorized Signatory- **SRI SANDIP PRAMANIK**, son of- Sri Biswanath Pramanik, by faith- Hindu, by occupation- Service, by nationality- India, residing at – 14, Garia Place (North), “Paresnath Dham”, P.O. Garia, P.S. Sonarpur, Kolkata - 700084, **(17) SRI RUPESH RANJAN PRASAD** son of- Sri Makeswar Prasad, by faith- Hindu, by occupation- Business, residing at- 54, Garia Main Road, Lahabagan, P.O.- Garia, P.S.- Sonarpur, Kolkata- 700084, **(18) SRI AMIT GANGULY** son of – Sri Ranjit Ganguly, by faith- Hindu, by

occupation- Business, by nationality- India, residing at – 174, Garia Station Road, P.O. Garia, P.S. Sonarpur, Kolkata- 700084, hereinafter jointly called and referred to as the “**OWNERS**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal representative, heirs, successors, executors and/or assigns) of the **FIRST PART**

**A N D**

**GANGULY HOME SEARCH PRIVATE LIMITED** a Company registered under the Companies Act, 1956 having its registered office at 167, Garia Station Road, Kolkata- 700084 and represented through its Director **SRI RAM PRAKASH BIHANI** son of- Late Govind Ram Bihani, by faith- Hindu, by occupation- Business, residing at- 54, Hemanta Mukhopadhyay Sarani, P.O- Sarat Bose Road, P.S- Lake, Kolkata – 700029 authorized vide Board resolution dated ....., hereinafter referred to as the “**PROMOTER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors in office, nominee or nominees and/or assigns) of the **SECOND PART**.

**A N D**

Mr./Ms..... (Aadhaar no.....) son/daughter of, aged about.....residing at ....., (PAN.....) hereinafter called the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors,

administrators, successors-in-interest and permitted assigns) of the **THIRD PART.**

The Owners, Promoter and Allottee shall hereinafter collectively be referred to as the Parties" and individually as a "Party".

**WHEREAS:**

- A.** By virtue of a Sale Deed registered on 08.12.1960 Sri Gopal Krishna Naskar (being the recorded owners as per Revisional Settlement Record-of-Rights (Parcha) in respect of the land measuring about 53 decimal in R.S. Dag No. 1542, R.S. Khatian No. 1652), Son of – Late Kunja Bihari Naskar sold the said entire land of 53 decimal as afore stated to Giniya Devi Kajaria @ Girija Debi Agarwalla, the said Sale Deed was registered in the Office of D.R.- Alipore and recorded in Book No. I, Vol. No. 74, Pages 262 to 268, Being No. 3572 for the year 1960 and became the sole, absolute and exclusive owner of the afore-said land having permanent, heritable and transferable right, title and interest therein;
- B.** Being the owner of the said entire land of 53 decimal in R.S. Dag No. 1542, R.S. Khatian No. 1652 Giniya Devi Kajaria @ Girija Debi Agarwalla gifted the land measuring about 33 decimal out of the said total land in favour of her son SHRI SHIW PRAKASH KAJARIA @ AGARWALLA by virtue of a Deed of Gift, the said Deed of Gift was registered in the Office of A.D.S.R. Sonarpur on 13<sup>th</sup> day of June 2011 and recorded in Book No. I, C.D. Volume No. 16, Pages 5225 to 5238, Being No. 6961 for the year 2011 and thereafter on 04.09.2015 Shiw

Prakash Kajaria @ Agarwalla sold the said land measuring about 33 decimal to the owners herein by virtue of a Sale Deed registered before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2015, Pages 26085 to 26102, Being No. 3091 for the year 2015;

- C.** Being the owner of the said entire land of 53 decimal in R.S. Dag No. 1542, R.S. Khatian No. 1652 Giniya Devi Kajaria @ Girija Debi Agarwalla gifted the land measuring about 10 decimal in favour of her daughter-in-law BINA KAJARIA @ AGARWALLA by virtue of Deed of Gift, the said Deed of Gift was registered in the Office of A.D.S.R. Sonarpur on 13<sup>th</sup> day of June 2011 and recorded in Book No. I, C.D. Volume No. 16, Pages 5259 to 5272, Being No. 6963 for the year 2011, and thereafter on 04.09.2015 Bina Kajaria @ Agarwalla sold the said land measuring about 10 decimal to the owners herein by virtue of a Sale Deed registered before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2015, Pages 26048 to 26065, Being No. 3089 for the year 2015;
- D.** Being the owner of the said entire land of 53 decimal in R.S. Dag No. 1542, R.S. Khatian No. 1652 Giniya Devi Kajaria @ Girija Debi Agarwalla gifted the land measuring about 10 decimal in favour of her grand-son Prashant Kajaria @ Agarwalla by virtue of Deed of Gift, the said Deed of Gift was registered in the Office of A.D.S.R. Sonarpur on 13<sup>th</sup> day of June 2011 and recorded in Book No. I, C.D. Volume No. 16, Pages 5211 to 5224, Being No. 6959 for the year 2011 and to look after and to initiate sale proceedings in respect of his

said land (as he is busy with his day-to-day work schedule) Prashant Kajaria @ Agarwalla executed a General Power of Attorney in favour of his father Shri Shiw Prakash Kajaria @ Agarwalla, the said General Power of Attorney was registered before Additional Registrar of Assurances- III, Kolkata and recorded in Book No. IV, C.D. Volume No. 7, Pages 756 to 767, Being No. 3889 for the year 2014 and thereafter on 04.09.2015 Prashant Kajaria @ Agarwalla sold the said land measuring about 10 decimal to the owners herein by virtue of a Sale Deed registered before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2015, Pages 26461 to 26479, Being No. 3128 for the year 2015;

**E.** By virtue of a Sale Deed registered on 18<sup>th</sup> day of March, 1948 made between (1) Smt. Jyotirmoyee Debi and (2) Sri Kunja Behari Chattapadhyay in respect of the land measuring about 37 decimal in R.S. Dag No. 1540,1539 and 1541, R.S. Khatian No. 1063 and 1452, Mouza- Barhans Fartabad, J.L. No. 47, they sold the said entire land of 37 decimal as afore stated to M/S. Regent Estates Ltd the said Sale Deed was registered in the Office of D.R.- Alipore and recorded in Book No. I, Vol. No. 25, Pages 126 to 133, Being No. 945 for the year 1948.

**F.** After purchasing the said land Regent Estates Ltd. mutated their name in respect of the said land and their names have been published as recorded owner in the Revisional Settlement Record-of-Rights (Parcha) in respect of the land measuring about 21 decimal in R.S. Dag No. 1540, R.S. Khatian No. 1063, 7 decimal in R.S. Dag No. 1539, R.S.

Khatian No. 1452 and 9 decimal in R.S. Dag No. 1541, R.S. Khatian No. 1452, total measuring about 37 decimal and thereafter they sold the said entire land of 37 decimal to Sri B.K. Gupta by virtue of a Sale Deed registered on 25.05.1959 before D.R. Alipore and recorded in Book No. I, Vol. No. 36, Pages 280 to 285, Being No. 1725 for the year 1959 and became the sole, absolute and exclusive owner of the aforesaid land having permanent, heritable and transferable right, title and interest therein;

**G.** After purchasing the said land as afore stated Sri B.K. Gupta mutated his name before B.L. & L.R.O. Sonarpur and obtain mutation certificate for the same.

**H.** Being the owner of the said entire land of 37 decimal in R.S. Dag No. 1540, 1539 and 1541, R.S. Khatian No. 1063 and 1452, Mouza- Barhans Fartabad, J.L. No. 47, Sri B.K. Gupta gifted the land measuring about 7 decimal from Dag no.- 1539, Khatian no.- 1452 in favour of Dilip Kumar Kajaria @ Agarwalla by virtue of Deed of Gift, the said Deed of Gift was registered in the Office of A.R.A- I, Kolkata on 14<sup>th</sup> day of January, 2013 and recorded in Book No. I, C.D. Volume No. 1, Pages 6109 to 6124, Being No. 00281 for the year 2013 and thereafter on 04.09.2015 Dilip Kumar Kajaria @ Agarwalla sold the said land measuring about 7 decimal to the owners herein by virtue of a Sale Deed registered before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2015, Pages 26066 to 26084, Being No. 3090 for the year 2015;

**I.** Being the owner of the said entire land of 37 decimal in R.S.

Dag No. 1540, 1539 and 1541, R.S. Khatian No. 1063 and 1452, Mouza- Barhans Fartabad, J.L. No. 47, Sri B.K. Gupta gifted the land measuring about 9 decimal from Dag no.-1541, Khatian no.- 1452 in favour of Om Prakash Kajaria @ Agarwalla by virtue of Deed of Gift, the said Deed of Gift was registered in the Office of A.R.A- I, Kolkata on 2nd day of January, 2013 and recorded in Book No. I, C.D. Volume No. 1, Pages 6125 to 6140, Being No. 00282 for the year 2013 and thereafter on 04.09.2015 Om Prakash Kajaria @ Agarwalla sold the said land measuring about 9 decimal to the owners herein by virtue of a Sale Deed registered before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2015, Pages 26009 to 26027, Being No. 3087 for the year 2015;

- J.** Being the owner of the said entire land of 37 decimal in R.S. Dag No. 1540, 1539 and 1541, R.S. Khatian No. 1063 and 1452, Mouza- Barhans Fartabad, J.L. No. 47, Sri B.K. Gupta gifted the land measuring undivided 7 decimal from R.S. Dag No.- 1540, R.S. Khatian No.- 1063 in favour of Pradip Kumar Kajaria @ Agarwalla by virtue of Deed of Gift, the said Deed of Gift was registered in the Office of A.D.S.R. Sonarpur on 8<sup>th</sup> day of January, 2013 and recorded in Book No. I, C.D. Volume No. 1, Pages 4136 to 4152, Being No. 00211 for the year 2013 and thereafter on 14.09.2015 Pradip Kumar Kajaria @ Agarwalla sold the said land measuring about 7 decimal to the owners herein by virtue of a Sale Deed registered before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2015, Pages 27277 to 27298, Being No. 3139 for the year

2015;

**K.** Being the owner of the said entire land of 37 decimal in R.S. Dag No. 1540, 1539 and 1541, R.S. Khatian No. 1063 and 1452, Mouza- Barhans Fartabad, J.L. No. 47, Sri B.K. Gupta gifted the land measuring undivided 7 decimal from R.S. Dag No.-1540, R.S. Khatian No.- 1063 in favour of Pravin Kumar Kajaria @ Agarwalla by virtue of Deed of Gift, the said Deed of Gift was registered in the Office of A.D.S.R. Sonarpur on 8<sup>th</sup> day of January, 2013 and recorded in Book No. I, C.D. Volume No. 1, Pages 4119 to 4135, Being No. 00212 for the year 2013 and thereafter on 14.09.2015 Pravin Kumar Kajaria @ Agarwalla sold the said land measuring about 7 decimal to the owners herein by virtue of a Sale Deed registered before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2015, Pages 27255 to 27276, Being No. 3138 for the year 2015;

**L.** Being the owner of the said entire land of 37 decimal in R.S. Dag No. 1540, 1539 and 1541, R.S. Khatian No. 1063 and 1452, Mouza- Barhans Fartabad, J.L. No. 47, Sri B.K. Gupta gifted the land measuring about 7 decimal in favour of her wife Radha Devi Kajaria @ Agarwalla by virtue of Deed of Gift, the said Deed of Gift was registered in the Office of A.D.S.R. Sonarpur on 2nd day of January, 2013 and recorded in Book No. I, C.D. Volume No. 1, Pages 995 to 1011, Being No. 00024 for the year 2013.

**M.** Said Radha Devi Kajaria @ Agarwalla died intestate on 30.05.2014 leaving behind her husband namely Sri Vijay



Kumar Kajaria @ Agarwalla and two sons namely Sri Sundeep Kumar Kajaria @ Agarwalla and Sri Vishal Kumar Kajaria @ Agarwalla – as her legal heirs and successors in respect of the land measuring about undivided 7 decimal in R.S. Dag No. 1540, R.S. Khatian No. 1063, Mouza- Barhans Fartabad, wherein each having joint undivided  $1/3^{\text{rd}}$  share in the said land and thereafter on 19.08.2015, Sri Sundeep Kumar Kajaria @ Agarwalla and Sri Vishal Kumar Kajaria @ Agarwalla gifted their joint undivided  $2/3^{\text{rd}}$  share of the said land measuring about 7 decimal, i.e. an area measuring about 4.67 decimal in favour of their father Sri Vijay Kumar Kajaria @ Agarwalla, by virtue of a Deed of Gift, registered before Additional Registrar of Assurances – I, Kolkata, and recorded in Book No. I, Volume No. 1901-2015, Pages 84456 to 84485, Deed No. 6780 of 2015.

**N.** Thus Sri Vijay Kumar Kajaria @ Agarwalla became the absolute owner of the land measuring about undivided 7 decimal and thereafter on 04.09.2015 Vijay Kumar Kajaria @ Agarwalla sold the said land measuring about 7 decimal to the owners herein by virtue of a Sale Deed registered before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2015, Pages 26028 to 26047, Being No. 3088 for the year 2015.

**O.** After purchasing the said land total measuring about 90 decimal by virtue of the afore-stated 8 (eight) Sale Deeds the owners herein mutated their names before the BL&LRO Sonarpur as well as in the Assessment Records of Rajpur

Sonarpur Municipality and since then they have been enjoying the said land;

- P.** After purchasing the said land total measuring about 90 decimal by virtue of the afore-stated 8 (eight) Sale Deeds the owners herein mutated their names before the BL&LRO Sonarpur as well as in the Assessment Records of Rajpur Sonarpur Municipality;
- Q.** With an intention to develop their said land total measuring about 90 decimal the owners herein entered into a Development Agreement with the Promoter herein which was registered on 07.04.2016 before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2016, Pages 24205 to 24255, Being No. 1126 for the year 2016 and for smooth running of the said construction work the owners herein executed a Power of Attorney which was registered on 08.04.2016 before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2016, Pages 24070 to 24100, Being No. 1129 for the year 2016;
- R.** Thereafter the Promoter herein for construction of multi-storied buildings on the said total land obtained a sanctioned building Plan bearing No. 311/CB/30/21 dated 28.03.2017 issued by Rajpur Sonarpur Municipality in respect of the said land in the names of the owners herein and started construction of the said multi-storied multi-use residential building/complex known as "**4-SIGHT GRAND CASTLE PH-II**" at Holding No. 50, Barhans on the said land at its own costs and expenses;

**S.** The Allotee herein after inspecting all the legal papers, sanctioned plan and position of the building approached the Owners/Promoter to purchase the Flat Being No. ...., at the ..... Floor of Block-..... measuring about ..... sq. ft. super built-up area along with one car-parking space measuring about 135 sq. ft. useable area at the Ground Floor of the said building complex named as “4-Sight Grand Castle Phase- II” and together with the undivided proportionate share of land as morefully described in Second Schedule hereunder and it has been inter alia agreed between the parties by an Agreement for Sale dated ..... that the Promoter would sale the aforesaid Flat and a car parking space to the Allotee herein for a consideration of **Rs...../-** (Rupees .....) only with the undivided right, title and interest in the said land as described in First Schedule with all common facilities of ingress and egress as mentioned in Third Schedule hereunder and also taking the liabilities of the common expenses as mentioned in Fourth Schedule hereunder;

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-**

That in pursuance of the said Agreement for Sale dated ....., and in consideration of the said total sum of **Rs...../-** (Rupees .....) only paid by the Allotee to the Promoter by way of full and final payment for the price of the said flat and a car parking space to be credited in the Promoters account and the price of the proportionate share of land and common spaces also to be credited to the account of the

Owners/Promoter and the rights and properties appurtenant thereto AND the Promoter hereby as also by Memo of receipt hereunder admit and acknowledge and of and from the payment of the same the Owners/Promoter forever release, discharge, acquit and exonerate the Allotee the said flat, one car parking space and undivided proportionate share in land and common parts hereby granted, sold transferred and conveyed to the Allotee, the Owners/Promoter do hereby grant, sell, transfer, convey, assign and assure AND the hereby confirms the said sale and transfer of the said properties unto and in favour of the Allotee **ALL THAT** the Flat as stated in the Second Schedule Being Flat Being No....., at the ..... Floor of **Block-.....** measuring about ..... sq. ft. super built-up area along with one car parking space at the Ground Floor of the said building named as “4-Sight Grand Castle Phase- II” Together with undivided proportionate share in the land morefully and particularly mentioned and described in the Second Schedule hereunder and Together with the rights and properties appurtenant thereto (which inter-alia include the proportionate undivided share or interest in the land at the said premises described in the First Schedule hereunder and also the undivided proportionate share or interest in the common parts and/or portions of the Building and also the easement, more fully described in Third Schedule hereto) hereinafter collectively called the PROPERTIES **TOGETHER WITH** the rights of we and enjoyment of all existing other rights and liberties AND which shall at any time hereafter be added and found therewith and which were and shall be howsoever at any time otherwise be situated, butted,

bounded, called, known, numbered, described and distinguished **AND ALL THAT** the estate, right, title, and/or interest of the Owners/Promoter in the aforesaid properties AND all deeds, paths, muniments of title whatsoever exclusively relating to the said Lands **TOGETHER WITH** proportionate right and/or share in roof, the said building and also together with like right/share in all passages, sewers, drains, pipes, benefits, advantages of all manner of former or other rights, liberties, privileges, appendages and appurtenances thereto and the easements and/or quasi-easement and other stipulations and/or provisions in connection with the beneficial use and enjoyment of the said properties all hereafter collectively called ("the property") free from all encumbrances cheques and or alienation whatsoever **TO HAVE AND TO HOLD** the property including the flat and a car-parking space and Rights and properties appurtenant thereto and each and every part thereof unto and to the use of the Allotee absolutely and forever as heritable and transferable immovable properties within the meaning of any law for the time being in force AND subject to the payment of all maintenance charges to the maintenance Association/agents engaged for carrying out the maintenance were and also all rents, taxes, assessments, rates dues and duties now chargeable upon the same or which may hereafter become payable in respect of the said properties to the Government of West Bengal, Rajpur Sonarpur Municipality or any other concerned authorities and subject to the conditions that the said flat will be used only for residential purpose and also subject to the rights and obligations stated hereinafter.

**THE OWNERS/PROMOTER HEREBY COVENANT WITH THE**

**ALLOTEES** as follows:-

**(i)** That the interest which the Owners/Promoter and profess, transfer subsists and the Owners /Promoter and has good right, title, full power and absolute authority to grant, convey, transfer, assign and assure the property hereby granted, sold, conveyed, transferred, assigned and assured and the Owners/Promoter and hereby confirms the same unto and in favour of the Allotee absolutely and forever.

**(ii) AND THAT** the Owners/Promoter and has not at any time done or executed or knowingly suffered or been party or privy to any deeds, documents or writing whereby the property i.e. the said flat and a car parking space the rights and properties appurtenant thereto or any part thereof can or may be impeached, encumbered or affected in title.

**(iii) AND THAT** the property (i.e. the said flat and a car parking space as stated in the Second Schedule, the land share and the rights and interest appurtenant thereto) is free from all charges, mortgages, liens, attachments, leases, acquisition, requisition, restrictions, litigations, lispences, covenants, uses, trusts, made or suffered by the Owners/Promoter and or any person or persons arising or lawfully rightfully and/or equitably claiming any estate or interest therein from under or in trust for the Owners /Promoter.

**(iv)** The Allotee shall and may at all times hereafter peaceably and quietly enter upon and hold, occupy, possess and enjoy exclusively the property i.e. the said flat and a car parking space as stated in

the Second Schedule together with undivided proportionate share of land and also enjoy the facilities commonly with others in respect of common areas in the Building and every part thereof and/or receive the rents, issues and profits thereof for her own use, without any suit, lawful eviction interruption, disturbance, claims or demands whatsoever from or by the Owners/Promoter and or any person or persons lawfully claiming or to claim through under or in trust for the Owners/Promoter and and all persons having or lawfully claiming any estate, right, or interest whatsoever at law for the property hereby granted, sold, conveyed, expressed so to be by from under or in trust for the Owners /Promoter.

**(v)** That the Owners/Promoter and shall from time to time and at all times hereafter upon every reasonable requests and at all the cost of the Allotee make, do, acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for further betterment or more perfectly assuring and absolutely granting the property and every part thereof hereby granted and sold, unto and to the use of the purpose.

**(vi) AND THAT** the Unit and the rights and properties appurtenant thereto is freely, clearly and absolutely acquitted, exonerated, released and for ever discharged from and by the Owners/Promoter and unto and in favour of the Allotee.

**(vii)** The Allotee, shall hereafter, has the right to mutate their name in the Records of the Rajpur Sonarpur Municipality or any other authority or authorities concerned, as owner of the said flat and a car parking space rights and properties appurtenant thereto

and also to pay the Municipal Rates and Taxes as may be assessed or imposed in respect of the said flat and a car parking space, rights and properties appurtenant thereto and until and unless the unit is separately assessed the Allotee will pay proportionate share of rates and taxes.

**(viii)** The Allotee shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the unit or therewith held, used, occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto which is more fully and particularly mentioned in Third Schedule hereunder written.

**(ix) AND FURTHER THAT** unless prevented by fire or some other irresistible accident the Owners/Promoter shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Allotee or at any hearing, suit, to the Allotee and/or the agent/s of the Allotee or at any hearing, suit, commission, examination or otherwise as occasions shall require the original documents and writings in respect of the Premises which the Owners/Promoter as the case may be, shall keep all such documents safe whole un-obliterated and shall not use any of such document from alienating and/or encumbering the said flat and a car parking space rights and properties in any manner whatsoever.

**AND IT IS HEREBY AGREED BY AND BETWEEN THE OWNERS/PROMOTER AND AND THE ALLOTEES** as follows:

**(1)** The Allotee shall be entitled to all rights, privileges vertical and lateral supports, easements quasi-easements appendages and



appurtenances whatsoever belong (or in any way appertaining to the said Flat and a car-parking space) or usually held used occupied or enjoyed or reputed so to be or know as part parcel thereof or appertaining thereto.

**(2)** The Allotee shall be entitled to the right or access in common with the Owners/Promoter and and/or other occupiers of the said building at the time and for all normal purposes connected with the use and enjoyed or the said building.

**(3)** The Allotee and their agent/s and nominees are also be entitled to the right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment as the said Flat and a car parking space and pathways comprised with the said building therein contained shall permit the Allotee or any person deriving title under the Allotee and/or servants, nominees, employees invites be obstructed in anyway by parking vehicles deposit or materials rubbish or otherwise shall have free passage by any person or persons.

**(4)** The Allotee shall have the right of protection of the said Flat and a car parking space to be kept safe and perfect of all portions of the Flat including the entire premises.

**(5)** The Allotee shall also be entitled to the right or passage in common as aforesaid of taking gas, electricity water through open spaces from and to the said Flat through pipes, drainage, wires laying or being in under through or over of the said building and premises so far may be reasonable necessary for the beneficial occupation of the said Flat and a car-parking space for the purpose whatsoever.

**(6)** The Allotee shall have the right with or without workmen and necessary materials to enter from time to time for the purpose of repairing so far as may be necessary, such pipes, drains etc. mentioned aforesaid and for the purpose of building repair or draining and part or parts of the said Flat in so far as such repairing or cleaning as aforesaid cannot be reasonable carried out without such entry.

**THE ALLOTEES DOTH HEREBY COVENANT WITH THE OWNERS/PROMOTER** as follows:-

- i)** The Allotee shall observe, fulfill and perform all the covenants hereunder written including those for the common purposes and shall regularly and punctually pay and discharge all taxes and impositions on the said flat, a car parking space and common expenses and all other outgoing described in the Fourth Schedule hereunder proportionately.
- ii)** The Allotee shall not raise any unreasonable objection in respect of the said flat, car parking space and put any requisition concerning the nature, scope and extent thereof.
- iii)** The Allotee shall regularly and punctually pay and discharge all rates, taxes, surcharge, common expenses impositions and all other outgoing in respect of the said flat and a car parking space after getting it completed through the Promoter as an exclusive contractor and the rights and properties appurtenant thereto from the date of delivery of possession of the said flat a car-parking space after its completion and the rights and properties.
- iv)** The Allotee shall apply for and have the said flat a car-parking space, rights, and properties mutated in their names and

separately assessed for the purpose of assessment of Municipal rates and taxes.

**v)** Until such time the said flat and a car-parking space the rights and properties in the Building be not separately assessed and/or mutated in respect of Municipal rates and taxes or impositions, the Allotee shall deposit the same with the Owners /Promoter, until the Association is formed by the Owners/Promoter and takes over actual maintenance and management of the common parts, the proportionate amount as may be required from time to time towards maintenance and management of the common parts and payments of Municipal rates and rates.

**vi)** Upon separation and/or mutation of the said flat, a Car parking space and the rights and properties for the purpose of liability of Municipal Rates and taxes and impositions the Allotee shall pay such Tax, impositions as may be assessed in respect of the said flat and the rights and properties directly to the Rajpur Sonarpur Municipality.

**vii)** The Allotee shall also bear and pay all other taxes and impositions as are levied or may be levied further including multi-storied Building Tax, Urban Land Tax, if any, water tax etc. in respect of the Building and the said flat proportionately.

**viii)** The Allotee shall also be liable to pay the penalty, interests, costs charges and expenses and in respect of any such taxes or impositions, proportionately, wholly as the case may be in respect of the same be imposed or charged due to the default of the Allotee in complying with their obligations, hereunder concerning the payments and/or deposit or amounts towards taxes and

impositions reserved hereby or otherwise, the liability of such payment by the Allotee will accrue with effect from the date of registration/possession (whichever is earlier) of the said flat and the rights and properties by the Owners /Promoter to the Allotee.

**ix)** The Allotee hereby undertakes to enter as a member of the Flat Owners' Association to be formed by the Owners/Promoter in the Newly constructed Building appurtenant thereto for the purpose of proper management, control of the common parts and do all acts, deeds and things as may be necessary or expedient for the common purposes and the Allotee undertakes that until the Association is formed and takes the maintenance and management of the common portion, the Allotee shall co-operate with the Owners/Promoter and thereafter with the owners' Association and pay his proportionate share of Municipal rates and taxes along with proportionate share of common expenses.

**x)** The Association and the co-owners in the Building shall remain liable to indemnify and keep indemnified the Owners /Promoter for all liabilities due to non-fulfillment of her respective obligation hereunder.

**xi)** The Allotee shall at their own costs and expenses be entitled to repair, addition, alterations, modifications, plaster, white washing, painting, inside wall of the said flat and shall keep the said flat and every part thereof, fittings and fixtures therein or exclusively for the unit comprised therein, properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place for residential purpose.

**THE ALLOTEE SHALL NOT DO THE FOLLOWING IN  
CONNECTION WITH THE USE AND ENJOYMENT OF THE FLAT  
AND COMMON PARTS THEREOF:**

- i.** Not to interfere with or hinder or obstruct in any manner whatsoever in the construction of the said Building or any part thereof by the Owners/Promoter.
- ii.** Not to refuse to pay from the time after completion /handing over of the said flat proportionate share of the common expenses as will be required.
- iii.** Not to do anything whereby the Owners/Promoter's right and liberty is affected.
- iv.** Not to throw any rubbish or stone or any article or combustible goods in the common parts.
- v.** Not to carry on any obnoxious, noisy offensive, illegal or immoral activities in the said flat and a car-parking space.
- vi.** Not to cause any nuisance or annoyance to the co-occupants of the other portions of the said Building.
- vii.** Not to decorate or paint or otherwise alter the exterior wall of the said flat or common parts of the buildings in any manner.
- viii.** Not to keep any personal belongings like shoe rakes, broken materials etc. in the common area or the common lobby.
- ix.** Not to fix or change the Air-conditioner on any other place other than the place designated for the same.

- x.** Not to put any different colour lights in balcony other than the predefined one for the purpose of harmony of elevation.
- xi.** Not to cover the balcony with the grill in order to maintain elevation harmony.
- xii.** Not to keep door mats in front of the flat door.
- xiii.** Not to use the car-parking area for any other purpose.
- xiv.** Not to hinder the dependent car parking owners in moving their cars and to cooperate them as and when required and keep the car keys with the common security guards for smooth movement of the cars.
- xv.** Not to engage any unregistered electrician or plumber for any common electrical or plumbing work.
- xvi.** Not to disturb the “Ganguly Group” signage which will remain forever on the top of the terrace to be maintained by “Ganguly Group” at it’s own cost.
- xvii.** Not to obstruct in any manner the Owners/Promoter in construction of other blocks or transferring any right in or on the land, building or other flat and a car-parking space etc.
- xviii.** Not to claim any partition or sub-division of the said land or the common parts.
- xix.** Not to block any common passage, so long the utility provided to the Allotee and occupiers is not obstructed and/or hampered in the event of ingress and egress.

**THE OWNERS/PROMOTER AND THE COVENANTS WITH**

**THE ALLOTEE THAT:-**

- i. The Allotee shall be entitled to all rights privileges vertical and lateral supports easements and quasi easements and appurtenances whatsoever belonging or in anywise appertaining to the said flat or therewith usually held occupied or enjoyed or refused or known as part and parcel of the said flat excepting the rights of easements and quasi easements reserving unto the Vendor.
- ii. The right of access in common with the Owners and other flat owners and occupiers of the building at all times for peaceful enjoyment possession and use of the said flat.
- iii. The right of protection of the said flat by or from all parts of the building so far as they now protect the same.
- iv. Right of passage in common as aforesaid of electricity, telephone, telex and common services from and to the said flat through the cables already laid by the Promoter for the purpose and so far as shall be necessary for the beneficial enjoyment of the said flat and for all lawful purposes whatsoever.
- v. The Promoter is also constructing buildings and developing the nearby lands and the common services of the project of 4 Sight Grand Castle Phase- II shall be available to be provided to the occupiers/owners of flats/saleable areas of the said further buildings at the

said nearby lands subject to responsibility of sharing the common expenses.

**THE OWNERS AND THE PROMOTER TO HEREBY CONFIRM, RECORD AND DECLARE** that the Promoter's obligation to develop the respective share/portion of land stated /described in the respective development agreement entered with the respective vendor stand duly fulfilled and performed and claims and all kinds of rights and benefits and obligations of the respectively the Owners and the Promoter under the said respective agreements of development stand duly consolidated upon the Promoter having obtained the building plan sanctioned and having entered developed the said entire lands and having completed the construction of the contemplated building/s and the Owners having agreed to the sale of the flats contained in the said buildings to the as herein stated AND neither the Promoter nor the respective vendor has any dispute against each other under the said agreements also relating to the respective flats agreed to be sold to the as herein stated.

**THE ALLOTEE DOTH HEREBY CONFIRM AND DECLARE AND AGREE THAT :-**

- (1) The Allotee shall have and hold the said unit absolutely free from all claims of the Promoter.
- (2) The duly confirm that the sale and transfer of the said unit is free from all rights interest and claims of the Promoter.



- (3) The Allotee shall hold and have the said unit free from all disputes and duly related from all claims of the on the strength of these presents.
- (4) The shall always at the request and costs of the Allotee make do and acknowledge and execute all such further reasonable acts deeds and confirmation for more perfectly confirming the sale and transfer of the said unit and assuring the exclusive title of the Allotee to the said unit in terms of these presents as shall be reasonable required by the Allotee.

**IT IS FURTHER AGREED BETWEEN THE PARTIES THAT UPON IMPOSITION OF** West Bengal Housing Industry Regulation Act, 2017 and (2) Goods & Services Tax Act in West Bengal, then the Owners/Promoter and the Allotee shall be bound by the respective provisions of the said legislations also and if necessary a further add endure/written confirmation/supplements agreement as shall be advised by the lawyers hereto shall be made and executed and between them.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(Description of the Land)**

**ALL THAT** piece and parcel of the total land of 90 decimal be the same a little more or less comprised in R.S. Dag No.- 1539, 1540, 1541 & 1542, R.S. Khatian No.- 1452, 1063, 1652, Mouza- Barhans Fartabad, J.L. No.- 47, Holding No. 50, Barhans, under Ward No.- 30 of Rajpur Sonarpur Municipality, A.D.S.R.- Garia, P.S.- Sonarpur, District- South 24 Parganas, and butted and bounded in the following manner :-

**ON THE NORTH:** By R.S. Dag No. 470 & 10 feet wide road;

**ON THE SOUTH:** By R.S. Dag No. 1544 & "4-SIGHT GRAND CASTLE PHASE- I"

**ON THE EAST:** By R.S. Dag No. 1538, 1537, 1536 & 1535;

**ON THE WEST:** By R.S. Dag No. 470, 1543 & 16 feet wide road;

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Description of the flat and a car-parking space)**

**ALL THAT** the **Flat No.** ....., at the ..... **Floor** of **Block-** ..... measuring about ..... **sq. ft. super built-up area** and along with **one covered car parking space** measuring about **135 sq. ft. useable area** at the **Ground Floor** of the said G+4 storied building complex named as "**4-Sight Grand Castle Phase-II**" together with the undivided proportionate share of land in the Holding No.- 50, Barhans, which is more fully and particularly described in the First Schedule written hereinabove.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Common Areas and Facilities)**

1. The foundation, columns, beams support, main walls, corridors, Lobbies, stairs, lift pit in the basement lift well, lift machine room entrance to and exits from the building and intended for common use.
2. Installation of common Sevier such as water, sewerage etc.
3. Lift, Pump, Motor, pipes, ducts and all apparatus and installations in the building for common use.
4. Entrance and exit gates of the block.
5. Paths passages and open spaces in the building other than those reserved by the Owner for its own use for any purpose and those

meant or earmarked or intended to be reserved for parking of motor cars or marked by the Owner for use of any Co-owner.

6. Entrance lobby in the ground floors of the block.
7. Driveway in the ground floor of the complex.
8. Staircases of the block along with their full and half landings with both staircover on the ultimate roof.
9. Lift with lift shaft and the lobby in front of it on typical floors and Lift machine room and the stair leading to the roof thereof.
10. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure and generator space in the ground floor of the building complex.
11. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the concerned block.
12. Water pump with motor and with water supply pipes to overhead /underground water tank and with distribution pipes there from connecting to different units of the concerned block.
13. Underground water reservoir for municipal water with a pull on pumps installed thereat for the concerned block.
14. Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the block and from the block to the municipal drain.
15. Common bathroom with W.C. and two common toilets in ground floor of the complex.

16. Room for darwan /security guard, caretaker's office in the ground floor of the complex.
17. Requisite arrangement of Intercom/EPABX with connections to each individual flat from the reception in the ground floor.
18. Boundary walls.
19. The roof of the Block.
20. Gymnasium.
21. Swimming Pool.

**BE IT TO BE NOTED THAT** the Promoter herein is also developing the lands adjacent to the said building project named "4-Sight Grand Castle Phase-II" and in future the Flat owners of this building project named "4-Sight Grand Castle Phase- II" will have the access to the building project to be constructed on the adjacent lands and will also have the access to their common areas and facilities, similarly the Flat owners of the to be constructed building project of the adjacent lands will have the access to the common areas and facilities of the building project of "4-Sight Grand Castle Phase-II".

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Common Expenses)**

1. **MAINTENANCE**: All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the block and enjoyed or used by the Allotee in common with other occupiers or serving more than one Unit/Flat and other saleable space at the said land, main entrance and exit gates, lift/elevators, landings and staircases of the

said block and enjoyed by the Allotee or used by him in common as aforesaid and the boundary walls of the land, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said land so enjoyed or used by the Allotee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL** : All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator, Fire Fighting equipments and accessories, Security Systems, Deep Tube Well etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF**: The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
4. **ASSOCIATION**: Establishment and all other expenses of the Association and also similar expenses of the Owner or any agency looking after the common purposes, until handing over the same to the Association.
5. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the land (save those assessed separately in respect of any Unit).
6. **INSURANCE** : Insurance premium for insurance of the said Complex and also otherwise for insuring the same against

earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

6. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES**: Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
8. **OTHER**: All other expenses and/or outgoings including litigation expenses as are incurred by the Owner and/or the Association for the common purposes.

**IN WITNESS WHEREOF** the parties abovenamed have hereunto set and subscribed their respective hands to these presents on the day month and year first above written.

**SIGNED AND DELIVERED** by the Parties above-named in presence of:-

**WITNESSES :**

1.

2.

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**Signature of the Owners**

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**Signature of the Promoter**

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**Signature of the Allotee**

**MEMO OF CONSIDERATION**

**RECEIVED** sum of **Rs...../-(Rupees .....**)  
 only from the within named Allotee as per the Memo below :-

<b>Cheque No.</b>	<b>Bank</b>	<b>Date</b>	<b>Amount</b>

**WITNESSES :**

1.

-----  
**Signature of the Promoter**

2.

Drafted by –